

# **EXHIBIT T**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE: . Case No. 09-50026-mg  
. Chapter 11  
.   
MOTORS LIQUIDATION COMPANY, . (Jointly administered)  
et al., f/k/a GENERAL .  
MOTORS CORP., et al, . One Bowling Green  
. New York, NY 10004  
Debtors. .  
. Thursday, August 17, 2017  
. 3:05 p.m.  
. . . . .

TRANSCRIPT OF IN COURT CONFERENCE  
(CC: DOC NOS. 14053, 14056)  
BEFORE THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY COURT JUDGE

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1 (Proceedings commence at 3:05 p.m.)

2 THE COURT: Please be seated. We're here in Motors  
3 Liquidation Company, 09-50026. This is a status conference  
4 scheduled at the request of certain parties in interest. The  
5 Court has received a flurry of letters and attachments over the  
6 last few days relating to this matter.

7 Mr. Weisfelner, I'm going to ask you to start.

8 MR. WEISFELNER: Thank you, Judge. Your Honor, first  
9 of all, welcome back from vacation.

10 THE COURT: It's been a while, actually, but --

11 MR. WEISFELNER: I'm assuming that like us, you  
12 anticipated this status conference was going to have a  
13 different tone and tenor. In any event, Ed Weisfelner from  
14 Brown Rudnick, together with my partner, Howard Steel. Your  
15 Honor, also on our side of the courtroom, William Weintraub and  
16 Gregory Fox from Goodwin Procter.

17 Your Honor, we have all three co-leads from the MDL  
18 who were also, in different capacities, signatories to the  
19 settlement agreement or intended signatories to the settlement  
20 agreement. Steve Berman, Elizabeth Cabraser, Robert Hilliard  
21 were all in transit when we heard that this hearing was going  
22 to take a different turn. Lisa Norman, I believe, is also in  
23 court to round out the -- what I'll call plaintiffs' side of  
24 the question, all intended signatories to the settlement  
25 agreement, the drafts of which were provided to Your Honor.



1           Your Honor, as you know, based on the announcement I  
2 made in open court way back in May, the parties, defined as  
3 everyone on this side of the table, the GUC Trust and, to a  
4 very important extent, the GUC Trust beneficiaries, some 66  
5 percent of all the beneficiaries represented by the Akin Gump  
6 firm, have been involved, frankly, since before May in  
7 discussing the contours of a potential resolution of any number  
8 of open matters that are on Your Honor's docket or could be put  
9 on Your Honor's docket, including late-filed claims, a  
10 propriety of late-filed claims, and the extent to which those  
11 claims could or should be allowed.

12           Your Honor, following the May announcement in court,  
13 we spent many, many months of discussion among the parties.  
14 And as I think Your Honor can see through the email chains that  
15 we provided early this morning, no later than late July, early  
16 August, there was a final deal among the parties that was  
17 subject to some additional fine-tuning of the documentation.  
18 And I'll get back to that in a minute, but there were lots and  
19 lots of submissions that crossed between the GUC Trust and the  
20 unit holders on the one hand and the plaintiffs' side on the  
21 other hand, including, in particular, expert reports submitted  
22 both by economic loss plaintiffs' retained experts and personal  
23 injury/wrongful death retained experts as to the value of their  
24 claims.

25           THE COURT: Is the pre-closing at --



1 MR. WEISFELNER: Yes, pre-closing.

2 THE COURT: -- injury or death plaintiffs?

3 MR. WEISFELNER: Correct, Your Honor. There were  
4 declarations from Mr. Hilliard, from Mr. Berman, from  
5 Ms. Cabraser, from Ms. Norman. There was even a declaration  
6 that was provided by Wilmington, the GUC Trust trustee, by a  
7 woman by the name of Beth Andrews. And again, from our  
8 perspective -- well, before I get there, we also spent a ton of  
9 time on the parties with noticed experts, in particular, with  
10 the Epoch firm, trying to devise a notice procedure for this  
11 settlement that would involve both direct mail notice in the  
12 form of a postcard with reference to an appropriate website for  
13 the longer version of the agreement, and we also worked quite  
14 hard on social media and other methodologies for ensuring that  
15 adequate notice went out to the world.

16 Now, Your Honor, no one on our side -- no one in the  
17 world, I suspect -- thought that New GM was going to welcome  
18 the development of a settlement with open arms. We thought  
19 they'd squeal. And, in fact, they started to squeal before  
20 Judge Furman this past Friday.

21 THE COURT: Well, actually, I think at an earlier  
22 hearing before me, Mr. Steinberg, when I advised that I had  
23 received a telephone call from Magistrate Judge Cott about his  
24 acting as a mediator, I think Mr. Steinberg, in substance,  
25 indicated that New GM had not been a party to any discussions.



1 So I was aware of that, at least as of that time if not --

2 MR. WEISFELNER: Certainly. And just to be more  
3 specific, the involvement of Magistrate -- and I continuously  
4 mispronounce his name, it's Cott, I think --

5 THE COURT: Cott.

6 MR. WEISFELNER: -- Cott, really involved a  
7 down-the-road step as between plaintiffs on --

8 THE COURT: He mentioned that it was mentioned at  
9 allocation.

10 MR. WEISFELNER: -- how to allocate. That's right.

11 THE COURT: We didn't talk any further than that  
12 about it, but he advised me.

13 MR. WEISFELNER: My point being that we heard from GM  
14 as recently -- not to suggest that we didn't hear from them  
15 before that, but as recently as Friday during the status  
16 conference before Judge Furman in the MDL.

17 THE COURT: Yes. I first heard about it when I read  
18 the Bankruptcy 360 report of what Judge Furman was told last  
19 Friday, I guess. When the request came for a conference this  
20 week here, I wasn't told why, but I did read the Bankruptcy 360  
21 report.

22 MR. WEISFELNER: And again, you know, this side of  
23 the courtroom, together with the GUC Trust, were accused of all  
24 sorts of collusive bad-faith conduct, and GM announced to Judge  
25 Furman it was their intent, I think, that day or soon as our



1 papers got filed with this Court to immediately seek withdrawal  
2 of the reference.

3 And, Your Honor, again everyone I think anticipated  
4 that New GM would take every available opportunity it had to  
5 contest all or any portion of the settlement agreement when it  
6 came before an appropriate court of jurisdiction, shall we say.  
7 They could have raised collusion. They could have raised  
8 impropriety. They could have raised that the estimation  
9 amounts were outrageous and not supported by the evidence.

10 They didn't choose to do any of that. They didn't  
11 choose to afford anyone, including victims, their due process  
12 day in court. They instead, from what we currently understand,  
13 insisted on a meeting with the GUC trustee, which happened I  
14 think, if today is Thursday, apparently on Tuesday of this  
15 week, a meeting to which the GUC Trust beneficiaries,  
16 represented by Mr. Goldman at Akin Gump were excluded.

17 And somehow, during the course of that meeting  
18 between GM and the GUC Trust, the GUC Trust purported to  
19 abandon not only its fiduciary duties, but a settlement that it  
20 already agreed to and to announce to us, not before 3:30  
21 yesterday, that they were, quote, "taking a different tack."

22 Now, Your Honor, this is all still fresh news to us.  
23 We've only had a couple of hours to consult with our clients  
24 and our colleagues, but I can tell Your Honor what we currently  
25 contemplate being the way forward. We know that what's on the



1 calendar are the late claims filings, and I would ask Your  
2 Honor to give us a couple of weeks to figure out how we proceed  
3 on those.

4 But frankly I think there may very well need to be  
5 some preliminary inquiries. And like many in the media, it's  
6 important to us that we gather the facts before we speak. But  
7 some things we could speak to immediately, and that is we  
8 firmly believe that what we had with the GUC Trust was an  
9 enforceable agreement under New York law, notwithstanding the  
10 fact that signatures had not been appended to those agreements.

11 THE COURT: I didn't read -- you appended to your  
12 letter a unsigned copy of the agreement, and I can't say that  
13 I've studied every aspect. I did read through it this morning,  
14 the --

15 MR. WEISFELNER: Sure. And that's absolutely true.  
16 The signatures of the GUC Trust never got appended.  
17 Mr. Golden, for the GUC Trust beneficiaries, indicated that  
18 they were done and they would sign as soon as they got word  
19 that the GUC Trust signed. We were all in possession of  
20 execution copies and ready to sign, which would have been the  
21 first step before we submitted documents to you.

22 But, Your Honor, I think as you can see from the  
23 email traffic, this wasn't a question of whether we had a deal.  
24 This was a question of finalizing documents, and in point of  
25 fact, Gibson Dunn clearly indicated they were done with all of



1 the operative documents, many of them they had the proverbial  
2 pin on, and that they were merely awaiting their clients' final  
3 consent to the form of the documents.

4 And again, Your Honor ,I don't want to argue the  
5 merits, but I firmly believe, based on everything we know and  
6 everything we've researched in the relative short period of  
7 time we have, that if we chose to, we could require the GUC  
8 Trust to perform under the agreement they had -- we think is  
9 enforceable under New York law.

10 We also believe that New GM may have liability for  
11 what I'll generally refer to as tortious interference. We are  
12 told, but have no reason to know for a fact, that the GUC  
13 Trust's about face was the subject of or occasioned by some  
14 very direct, very serious threats issued either by New GM or  
15 New GM's professionals to the GUC Trust, the administrator of  
16 the GUC Trust and their professionals.

17 And, Your Honor, in an effort to understand all the  
18 facts before we move any further forward, we are going to seek  
19 discovery from the GUC Trust, from New GM, in terms of  
20 understanding who all attended this very critical meeting this  
21 week, what discussions preceded that meeting, what, if any,  
22 inducements were made, what, if any, threats were extended, and  
23 whether the inducements crossed the line of Title 18.

24 Your Honor, that's really all I had to tell you by  
25 way of update. We are -- devastated is the wrong word. We are



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1 statements that we had been working with him --

2 THE COURT: It just happened -- you know, as I said  
3 earlier, I didn't read the proposed settlement agreement in  
4 detail. It's a very lengthy --

5 MR. MARTORANA: It is.

6 THE COURT: -- exhibit, but it would seem to have  
7 reflected a very considerable amount of time in negotiating the  
8 agreement in the various --

9 MR. MARTORANA: It did.

10 THE COURT: -- exhibits. Can you tell me --

11 MR. MARTORANA: It did. I do not disagree with that.

12 THE COURT: Can you tell me approximately how long  
13 the negotiations were going on.

14 MR. MARTORANA: Well, I think I would say that the  
15 concept of negotiations had been going on for, I mean, probably  
16 close to a year, I think.

17 THE COURT: Well, without the concept. These were  
18 very --

19 MR. MARTORANA: The actual true --

20 THE COURT: Stop. Wait until I finish my questions.

21 Attached to Mr. Weisfelner's letter as -- are various  
22 exhibits, voluminous exhibits, but the settlement agreement is  
23 -- and its immediate exhibits are quite voluminous. Can you  
24 tell me how long the negotiations and drafting of the actual  
25 settlement documents went on for?



1 MR. MARTORANA: I would say about two months I think  
2 is probably accurate, but --

3 THE COURT: And you had one meeting with New GM this  
4 week that caused Wilmington Trust to abandon the settlement  
5 agreement?

6 MR. MARTORANA: We did, Your Honor.

7 THE COURT: One meeting. Okay.

8 MR. MARTORANA: One meeting. Yes, we did, Your  
9 Honor. In our view, as a fiduciary, we were initially willing  
10 to go forward with the deal, with the settlement as presented.  
11 Obviously it was --

12 THE COURT: And what is it --

13 MR. MARTORANA: -- never signed off on.

14 THE COURT: And what is it that New GM said that  
15 persuaded your client to abandon the deal that had been under  
16 discussion for considerable time and negotiation of documents  
17 for quite a long time?

18 MR. MARTORANA: Well, certainly they reminded of many  
19 of the things we already knew, which was the risk --

20 THE COURT: Go ahead. None of this is privileged, so  
21 tell -- I want to hear what you have.

22 MR. MARTORANA: Sure. They reminded us of all the  
23 risks that were associated with the proposed settlement, in  
24 particular the execution risks, which I can get into if you'd  
25 like. But there were certainly numerous execution risks.



1 THE COURT: Well, there's going to be discovery, so I  
2 would like to hear now -- and it probably will inform the  
3 discovery.

4 MR. MARTORANA: Sure.

5 THE COURT: And I'm sure you'll be complete in  
6 telling me what was -- how long did the meeting last?

7 MR. MARTORANA: Maybe two hours --

8 THE COURT: Okay.

9 MR. MARTORANA: -- at most, I would say.

10 THE COURT: And were documents circulated to you in  
11 advance of the meeting?

12 MR. MARTORANA: No, there were no documents  
13 circulated.

14 THE COURT: Was the decision to abandon the  
15 settlement made at the meeting?

16 MR. MARTORANA: The -- well, again, there were no  
17 principals there, so there was no decision that could be made  
18 at that meeting. There was an offer that was floated, which  
19 was tentative. We followed up with our principals. They  
20 followed up with their principals. And then, over the next day  
21 or so, that proposal was boiled down to something more  
22 concrete.

23 THE COURT: And tell me what the proposals that New  
24 GM made to you at the meeting.

25 MR. MARTORANA: Well, the proposal that they made at



1 -- the first proposal that they made was continuing litigating  
2 and we will pay your litigation costs against the plaintiffs.  
3 That was the initial proposal that they made. We ultimately  
4 said, it's interesting, that sounds like something that we  
5 might be able to work with, but at the end of the day, what our  
6 two main concerns here are, that we're continuing a litigation  
7 really for the benefit of New GM. We feel like we've been  
8 pulled into this, so obviously we're worried about spending  
9 trust -- unitholder money for those purposes.

10 But then the -- a secondary or perhaps even bigger  
11 issue is that at some point, probably after the term loan  
12 litigation is fully and finally resolved, the GUC Trust will be  
13 in a position to make a distribution to unitholders. At this  
14 point the GUC Trust cannot make a distribution to unitholders  
15 until we figure out whether or not the 502(h) claim of the term  
16 loan defendants is legitimate. But at some point that will be  
17 resolved, our mediation settlement or otherwise, and then we'll  
18 be in a position to make a distribution. And to the extent --

19 THE COURT: Anybody who negotiates a settlement with  
20 you better be careful because they may spend months doing it,  
21 only to have you pull the rug out from under them at the last  
22 hour. You're smiling again.

23 MR. MARTORANA: I'm sorry, I guess the question was I  
24 didn't -- I don't understand --

25 THE COURT: My comment was that anybody who





1 negotiates a settlement with you better be careful because you  
2 may well pull the rug out from under them after months of  
3 negotiation. That was my comment as to which you had your big  
4 grin on your face again.

5 MR. MARTORANA: Well, I apologize, Your Honor. But  
6 at the end of the day, we are a fiduciary and we're going to  
7 act in our fiduciary capacity. And if that means abandoning a  
8 proposal --

9 THE COURT: And what other proposals did New GM make  
10 to you that you considered in, I assume -- well, I won't ask  
11 you what you recommended to your client. What other proposals  
12 did New GM make to you in the form of consideration for  
13 abandoning the deal with the plaintiffs?

14 MR. MARTORANA: Sure. So again, getting back to the  
15 point about a distribution, we said our two main concerns were  
16 that we're continuing a litigation. It's -- there's been a  
17 number of costs that have been associated with that obviously.  
18 It's continuing to pull down on trust assets.

19 And then the secondary aspect is that if we are in a  
20 position to make a distribution and these claims continue to be  
21 out there, there is no way that we're going to -- well, we  
22 probably would not be able to make a distribution over the  
23 existence of those claims. And we would therefore -- currently  
24 we're investing our assets -- required to invest our assets in  
25 treasuries, and that is not really going to be a sufficient

1 rate of return that we could otherwise get if this deal were to  
2 go forward, and this deal -- the plaintiffs' deal, and if we  
3 were able to get the releases that we would be hoping for under  
4 that -- under the plaintiffs' deal.

5           So the offer after further discussion that was made  
6 was that New GM would be potentially willing to provide us with  
7 a rate of return. We don't know what that would be. We've  
8 agreed that we would enter into good-faith negotiations to  
9 determine what that rate of return would be because, among  
10 other things, we don't know what the corpus of the trust will  
11 be at that time. So it's hard to come to something -- to that  
12 kind of agreement today.

13           But those -- we felt that those two things,  
14 particularly given the fact that we believe on the merits we  
15 have very strong arguments against the late claims, on Pioneer,  
16 on equitable mootness, on tolling arrangements, that this offer  
17 from New GM dealt with the main concerns that we were -- that  
18 we had. And as a fiduciary, we felt that we needed to do that.  
19 We felt that you don't necessarily go for -- I understand that  
20 hedge funds want to go for the absolute home run at the risk of  
21 \$21 million and everything else out there, but we represent  
22 all --

23           THE COURT: What's the \$21 million?

24           MR. MARTORANA: So the way that the plaintiffs'  
25 proposal would work is that the GUC Trust would, up front, pay

1 \$6 million for purposes of noticing. So that would be out the  
2 door before we even really get in front of Your Honor. That  
3 would just be a sunk cost for postcards. And then it would be  
4 followed by a \$15 million payment and our agreement to support  
5 a \$10 billion claim as against New GM. And we felt, among  
6 other things, that there was a significant amount of execution  
7 risk associated with that. And, frankly, among other things,  
8 that proposal, what we were really hoping to get out of it was  
9 a release, get a true release from all the plaintiffs.

10           Given the fact that that proposal did not contemplate  
11 and the plaintiffs would not agree to a Rule 23 settlement  
12 certification, I think there's a potential execution risk  
13 associated with actually accomplishing what it was that we  
14 wanted to accomplish.

15           THE COURT: Okay. Anything else you want to tell me  
16 now?

17           MR. MARTORANA: No. Thank you, Your Honor.

18           THE COURT: All right.

19           Mr. Golden, I'd like to hear from you next.

20           MR. GOLDEN: Yes. Good afternoon, Your Honor.

21 Daniel H. Golden, Akin, Gump, Strauss, Hauer & Feld, counsel  
22 for what's known as the participating unitholders.

23           Your Honor, this is really unfortunate that we find  
24 ourselves in this situation where everybody now, in open court,  
25 has to air their dirty laundry about a settlement that I think



1 was agreed to in principle. I will say for the record I can  
2 confirm the factual recitation that Mr. Weisfelner made as to  
3 the facts leading up to the announcement by New GM and the GUC  
4 Trust of their -- of GUC Trust's disavowal of that settlement  
5 agreement and their intention to enter into a purported new  
6 agreement with New GM.

7           Your Honor, I think it's clear something very odd is  
8 going on here. We worked arm in arm, shoulder to shoulder,  
9 with the GUC Trust, Wilmington Trust as the trustee and the  
10 trust administrator, and with its counsel, Gibson Dunn, over  
11 several months to negotiate and document a settlement. We had  
12 many, many, many conversations, drafting sessions, redrafting  
13 sessions to get to a point where we were, as of last Friday, to  
14 get to a settlement, a global settlement as between the  
15 plaintiff class, the GUC Trust, and the unitholders.

16           So let's talk a minute about who we represent. We  
17 represent 65 percent of the unitholders. That is the  
18 shareholders of the trust. They are the only beneficiaries of  
19 the trust should the reserves be freed up. That's the reserves  
20 of the 4- or 500 million that Mr. Weisfelner referred to, and  
21 we represent 65 percent.

22           Look, I've worked really closely with the Gibson Dunn  
23 lawyers. I like them. But to hear them talk about that they  
24 have fiduciary duties, yes, they do. Wilmington Trust has  
25 fiduciary duties. They have fiduciary duties to my clients.

1 Now, we don't represent all of the unitholders, but everyone  
2 who has raised their hand and said, "I'm here and I want to get  
3 involved," we represent them.

4 We worked really hard to get to this global  
5 settlement, which would have had the benefit or the result of  
6 eliminating all the late-claim litigation and all the  
7 underlying allowance of those claims. We think that that's a  
8 settlement that this Court would have welcomed. And that's  
9 why, in part, we worked so hard to get there. But in a blink,  
10 in really literally a blink, without any conversation to the  
11 unitholders or their counsel, without any invitation by Gibson  
12 Dunn or Wilmington Trust to say, we've met with GM, they have  
13 an alternative proposal on the table, we'd like to get your  
14 views on it.

15 We certainly shared views with them for months and  
16 months, but when it came to the point where they were willing  
17 to disavow that settlement and consider a new settlement which  
18 does not work for the participating unitholders, we sent a  
19 letter to Your Honor this morning so that there's no mistake.  
20 All of the unitholders we represent will not and do not support  
21 the proposed settlement with GM.

22 So you have to ask the question, what is Wilmington  
23 Trust thinking about when they want to go forward with a  
24 settlement that has the disapproval of every fiduciary that it  
25 represents who's weighed in on the subject? Now, I'm not



1 saying that Wilmington Trust, who as an institution we worked  
2 with for years. Frankly, I'm just surprised we find ourselves  
3 in this situation given our prior relationship and experience  
4 with Wilmington Trust. But what are they thinking about going  
5 forward with a settlement over what will be active opposition  
6 by the unitholders? Something --

7 THE COURT: Well, active opposition by New GM to the  
8 proposed settlement that was --

9 MR. GOLDEN: That's right.

10 THE COURT: I mean, one way or the other, there's  
11 going to be active opposition.

12 MR. GOLDEN: That's absolutely right. But the one  
13 difference is the trust has no fiduciary obligations to New GM.  
14 They do have fiduciary obligations to our client. And I  
15 confirm or reaffirm what Mr. Weisfelner said, that we did  
16 expect active opposition from New GM. We've had active  
17 opposition from New GM almost throughout the inception of these  
18 matters, so that's not a total surprise. But what is  
19 shockingly surprising to us is what was the motivation, what  
20 was the rationale, what happened at that two-hour meeting to  
21 have this absolute sea change.

22 Now, look, everybody's imagination can run wild.  
23 Were there threats? Were there inducements? But there was  
24 something there that caused, in two hours, for Wilmington Trust  
25 and its counsel just to disavow five months of hard work, and

1 we intend to find out what it is. It's odd to us that we had  
2 been originally -- when I said "we," the participating holders,  
3 through their counsel, had been invited to the meeting that GM  
4 had scheduled with Wilmington Trust, and then promptly  
5 disinvented.

6 THE COURT: Who disinvented you?

7 MR. GOLDEN: We were advised by counsel for  
8 Wilmington Trust that we were not -- we were no longer invited  
9 to it. I didn't question them. I accepted that at face value.  
10 I don't know who demanded it, but that's where the  
11 communication came from.

12 Your Honor, I don't want to make this situation  
13 worse. We intend, to the best of our ability, still to work  
14 with our trustee. But if we can't, then we're going to  
15 consider our alternatives, and that is not a threat, but it  
16 just -- it's a recognition of the reality of the situation that  
17 we find ourselves in.

18 This case, this overhang of the plaintiffs' claim,  
19 have held this trust in abeyance for a very long time. The  
20 goal of this settlement was to, once and for all, be done with  
21 the plaintiffs, get an absolute, full-bore release from the  
22 plaintiffs in exchange for us doing the \$6 million of noticing  
23 costs -- and I'll come back to that in a second -- and a  
24 \$15 million payment. Part and parcel of that overall  
25 settlement agreement, but not interdependent upon getting the



1 release, was the agreement of the GUC Trust, supported by the  
2 participating holders, to estimate the totality of the  
3 plaintiffs' claims at somewhere around \$10 billion, which would  
4 have the effect of triggering what's known as the accordion  
5 shares. I know that's the part that GM doesn't like. But they  
6 would have every opportunity to object to that estimated  
7 settlement of \$10 billion. We weren't looking to deprive them  
8 of their ability to do that.

9           This conference, because Your Honor remarked that it  
10 wasn't originally made clear to Your Honor what the purpose of  
11 this conference was, was to preview that settlement proposal  
12 with you. We were certainly going to invite New GM, and we  
13 thought it would be professionally courteous of us to advise  
14 New GM in advance of the terms of our proposed settlement,  
15 which Mr. Weisfelner and I did in a telephone call with  
16 Mr. Steinberg and a partner whose name I forget at Kirkland and  
17 Ellis last Wednesday.

18           Well, what did they do with that courtesy? They  
19 turned around, without any notice to us, and complained to  
20 Judge Furman. Why Judge Furman? I'm not sure. These matters  
21 aren't before Judge Furman. This settlement certainly wasn't  
22 going to be before Judge Furman. But it was their attempt, I  
23 surmise, to attempt to start to poison the well. Well, I was  
24 very glad that Judge Furman's reaction was, take that up with  
25 the bankruptcy court.





1 THE COURT: I should say I -- whenever I've had a  
2 conversation with Judge Furman, I've disclosed that I have.  
3 And I had a brief telephone conversation with Judge Furman on  
4 Tuesday morning. He left a voicemail for me on Monday evening  
5 and I -- we spoke on Tuesday. I -- he wanted me to be -- he  
6 wanted to be sure that I knew that there had been a  
7 presentation before him, or statements before him, that a  
8 settlement had been reached. I told him that I read the  
9 Bankruptcy 360 report about it. I told him that there had been  
10 a request for a conference here, I had scheduled it, I hadn't  
11 been informed at the time what the conference was about, but I  
12 had scheduled it. And that was the substance of the phone  
13 conversation that I had with Judge Furman.

14 So I've tried to make a point, whenever he and I have  
15 spoken, I've put it on the record. We do not talk about the  
16 merits of anything, but we informed --

17 MR. GOLDEN: So --

18 THE COURT: -- each other of procedural posture of  
19 things.

20 MR. GOLDEN: So continuing, we had had the  
21 conversation with Mr. Steinberg and his colleague. The purpose  
22 of scheduling a status conference with you, Your Honor, was to  
23 preview the settlement, not to argue the merits, but really to  
24 preview the noticing procedures that we intend to follow  
25 because this settlement contemplated a global release from all



1 the claims. And we were going to do -- when I say "we," the  
2 GUC Trust was going to do and spend \$6 million on noticing to  
3 make sure the plaintiffs -- something that Old GM never really  
4 got around to doing, and that's why we find ourselves in this  
5 mess. But we were going to give direct notice to every party  
6 who was the subject of a recall notice, so that's over  
7 12 million parties, as well as notice to every party who has  
8 started a lawsuit against Old GM/New GM based upon a presale  
9 accident claim, so that nobody could complain this time that  
10 the world has been put on notice as to the proposed settlement.

11 But we wanted to get a sense from Your Honor before  
12 we went out and spent \$6 million whether Your Honor thought  
13 that would be an appropriate scope of notice. That's all we  
14 had originally intended to do at the status conference. Well,  
15 obviously events and facts have overtaken it, and we are where  
16 we are.

17 Again, I'm here representing economic players.  
18 They're not looking to go for the home run, as Mr. Martorana  
19 said. What they're looking for is peace in the valley. They  
20 want to get rid of the plaintiffs' claims and the plaintiffs'  
21 claims against the trust for all time so that when the  
22 avoidance action is settled or finally resolved, a final  
23 distribution could be made.

24 THE COURT: What's the face amount of the  
25 approximately 65 percent of the unitholders -- of the claims of

1 the unitholders you represent?

2 MR. GOLDEN: So it's not in dollar amount; it's  
3 number of units.

4 THE COURT: Units.

5 MR. GOLDEN: Can I confer with my colleagues?

6 THE COURT: Yeah, go ahead, sure.

7 (Counsel confer)

8 MR. GOLDEN: It's 21 million units out of  
9 approximately 31 million units.

10 THE COURT: Okay. All right. Thank you, Mr. Golden.

11 MR. GOLDEN: Thank you, Your Honor.

12 THE COURT: Mr. Steinberg.

13 MR. STEINBERG: Your Honor, Arthur Steinberg from  
14 King & Spalding on behalf of New GM.

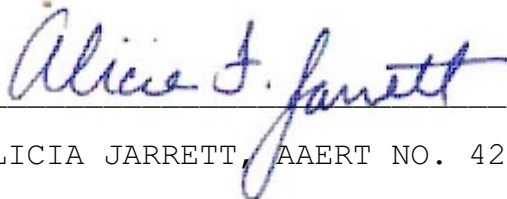
15 Mr. Weisfelner, in his presentation, said that he did  
16 not want to speak prematurely until he gathered the facts, and  
17 then he proceeded to speculate as to what the facts may be.  
18 And there's a temptation that I have to be able to try to  
19 respond to each and every time that he misstated what happened.  
20 However --

21 THE COURT: Let me say first, I thought your letter  
22 to the Court was intemperate and inappropriate. You could have  
23 raised the issues that you raised. So I know that there's very  
24 strong feelings on -- there's more than two sides here -- on  
25 all sides, but I didn't appreciate the tone of your letter.



C E R T I F I C A T I O N

I, Alicia Jarrett, court-approved transcriber, hereby  
certify that the foregoing is a correct transcript from the  
official electronic sound recording of the proceedings in the  
above-entitled matter.



ALICIA JARRETT, AAERT NO. 428

DATE: August 20, 2017

ACCESS TRANSCRIPTS, LLC

